

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant The Carmen Group, Inc. 1299 Pennsylvania Ave., NW #800W Washington, DC 20004	2. Registration No. New Registration 5320
3. Name of foreign principal Republic of Kazakhstan	4. Principal address of foreign principal Kazakhstan, 47300 Astana, Mira Str., II Republic of Kazakhstan

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Office of the President
- b) Name and title of official with whom registrant deals.
Kassymzhomart K. Tokaev, Minister of Foreign Affairs

7. If the foreign principal is a foreign political party, state:

- N/A
- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

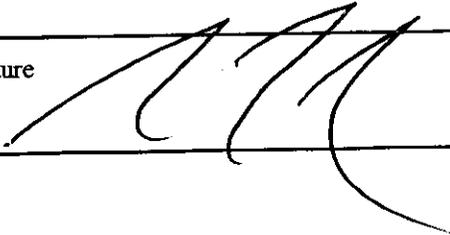
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 7/20/99	Name and Title Michael E. Russell Ast. Secretary	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The Carmen Group, Inc.	2. Registration No. New Registration 5320
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3. Name of Foreign Principal The Republic of Kazakhstan	6 1.))))
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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The Carmen Group, Inc. has been hired to provide integrated public and governmental affairs services, including preparation for the visit of the President of the Republic of Kazakhstan to the U.S..

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Arrange logistics, meetings and other elements necessary to support the visit of Kazakstan officials. Provide through appropriate subcontractors, for public information programs, including press meetings and preparation of materials

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Undertermined at this point

Date of Exhibit B 7/20/1999	Name and Title Michael Russell Ast. Secretary	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Ambassador Gerald Carmen will be the project manager for TCG, reporting directly to KAZAKHSTAN's authorized representative. Peter Hannaford will lead TCG's public relations effort. Other TCG professionals will provide support as needed to accomplish the scope of work.

ARTICLE 2
COMPLIANCE AND FILINGS

TCG represents and warrants that it shall strictly comply with all applicable statutes and regulations in the conduct of TCG's work for KAZAKHSTAN.

TCG shall make any and all appropriate filings with United States authorities including lobbying registration and FARA filings if appropriate. At no time will TCG undertake any action deemed to be against the interest of the United States government.

ARTICLE 3
TERMINATION

This agreement may be terminated by either party with 90 days written notification.

The undersigned persons are authorized by the parties hereto to sign this Agreement and have read and fully understand the foregoing and it is their intent to be bound by the terms and conditions hereof:

For The Carmen Group, Inc.

Agreed and accepted this _____ day of _____, 1999

by: David Carmen
President & CEO

For the Republic of Kazakhstan:

Agreed and accepted this 6 day of July, 1999

Thomson

by:
Kassymzhomart Tokayev
Deputy Prime-Minister-
Minister for Foreign Affairs
Republic of Kazakhstan



Договор
между «Кармен Групп, Инк.»
и Республикой Казахстан
Часть 1

«Кармен Групп, Инк.» (далее КГ) согласна предоставлять консультативные услуги по межправительственным отношениям и общественным связям Республике Казахстан (далее КАЗАХСТАН).

Статья 1
Круг работ.

КГ будет оказывать услуги по межправительственным отношениям и поддержке общественных связей с тем, чтобы работать с критическими вопросами, влияющими на КАЗАХСТАН.

КГ будет работать с полномочными представителями правительства КАЗАХСТАНА для выработки четкой стратегии, направленной на решение специфических вопросов по мере их появления. КГ будет оказывать содействие, как в краткосрочной, так и в долгосрочной стратегии и по необходимости будет работать с правительством по вопросам управления кризисами и проблемами.

КГ будет разрабатывать и защищать точку зрения (послание) КАЗАХСТАНА перед Конгрессом США, исполнительными органами правительства США, федеральными агентствами США, соответствующими агентствами зарубежных государств и Посольствами, аккредитованными в Вашингтоне.

КГ будет отслеживать действия правительства США, влияющие на КАЗАХСТАН.

КГ будет планировать и оказывать поддержку визитам старших должностных лиц КАЗАХСТАНА в США. КГ также организует кампанию

в средствах массовой информации с тем, чтобы максимально достичь целей визита.

КГ будет работать для привлечения инвестиций и совместных предприятий в определенные секторы экономики КАЗАХСТАНА.

КГ организует визиты журналистов из ведущих средств массовой информации в КАЗАХСТАН с тем, чтобы пропагандировать имидж страны, деловой климат и туризм.

КГ будет участвовать в необходимых собраниях и встречах, готовить письменные отчеты по требованию.

Посол Джеральд Кармен будет являться менеджером проекта со стороны КГ и будет подотчетен непосредственно полномочному официальному представителю от КАЗАХСТАНА. Питер Ханнафорд будет возглавлять работу КГ в секторе общественных связей. Остальные работники КГ будут оказывать содействие в работе по необходимости для того, чтобы выполнить поставленный круг задач.

Статья 2

Следование требованиям закона и заполнение бумаг

КГ заявляет и гарантирует, что будет строго придерживаться всех требований и установок закона при выполнении своей работы для КАЗАХСТАНА.

КГ заполнит все необходимые бумаги для властей США, включая регистрационные бумаги и бланки Федерального Агентства по Регистрации Договоров. Никогда в своей работе КГ не предпримет действий, которые могут идти в разрез с интересами правительства США.

Статья 3

Расторжение договора

Данный договор может быть расторгнут любой стороной путем письменного уведомления за 90 дней.

Нижеподписавшиеся лица, имеют полномочия подписать данный Договор, и они полностью прочли и поняли его содержание и они намерены следовать условиям и требованиям Договора с данного момента:

От имени «Кармен Групп, Инк.»

Согласен и принимаю _____ 1999 года

Девид Кармен
Президент и Председатель Совета Управляющих

От имени Республики Казахстан

Согласен и принимаю 6 июля 1999 года

Токаев

Касымжомарт Токаев
Вице-Премьер-Министр
Министр иностранных дел
Республики Казахстан